

13-MED-09-0973

1278-07

K# 31069

AGREEMENT  
BETWEEN THE  
CITY OF EASTLAKE  
AND THE  
FRATERNAL ORDER OF POLICE/  
OHIO LABOR COUNCIL, INC.  
CIVILIAN UNIT

Effective January 1, 2014  
through December 31, 2016

2014 AUG - 6 PM 2: 28

STATE EMPLOYMENT  
RELATIONS BOARD

## TABLE OF CONTENTS

	<u>Page</u>
Preamble/Purpose .....	1
Article 1 Recognition.....	1
Article 2 Management Rights.....	1
Article 3 Dues Deduction/Fair Share Fees .....	2
Article 4 No Strike/No Lockout .....	3
Article 5 Non-Discrimination .....	3
Article 6 F.O.P. Representatives.....	4
Article 7 Seniority.....	4
Article 8 Work Rules and Regulations .....	5
Article 9 Layoff and Recall .....	5
Article 10 Disciplinary Procedure .....	6
Article 11 Grievance Procedure.....	8
Article 12 Arbitration Procedure .....	11
Article 13 Probationary Period .....	12
Article 14 Labor Management Committee.....	13
Article 15 Personnel Files.....	13
Article 16 Performance Evaluations.....	13
Article 17 Bulletin Boards and Contracts.....	14
Article 18 Drug and Alcohol Testing .....	14
Article 19 Employee Assistance Program (EAP) .....	15
Article 20 Vacancies/Job Postings.....	16
Article 21 New/Substantially Changed Job Classifications .....	17
Article 22 Hours of Work/Overtime.....	17
Article 23 Rest Periods .....	18
Article 24 Lunch Periods.....	18
Article 25 Wages .....	18
Article 26 Insurance.....	19
Article 27 Longevity.....	20
Article 28 Tuition and Fees .....	21
Article 29 Sick Leave .....	21
Article 30 Holidays/Personal Days.....	23
Article 31 Vacations .....	24
Article 32 Injury on Duty Leave.....	26
Article 33 Military Leave .....	26
Article 34 Unpaid Leaves of Absence.....	26
Article 35 Family and Medical Leave .....	27
Article 36 Funeral Leave .....	27
Article 37 Jury Duty .....	28

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
Article 38	Safety Committee .....28
Article 39	Conformity to Law .....28
Article 40	Headings .....29
Article 41	Obligation to Negotiate .....29
Article 42	Severance of Prior Agreements/Mid-Term Bargaining.....29
Article 43	Bargaining Unit Application of Civil Service Law .....29
Article 44	Duration .....30
	Signature Page .....31
	Appendix A, Wage Schedule.....32

## PREAMBLE/PURPOSE

**Section 1. Parties.** This Agreement is hereby entered into by and between the City of Eastlake, Ohio, hereinafter referred to as the “Employer,” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Union” or “FOP.”

**Section 2. Purpose.** In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among other things, the following:

1. to recognize the interests of employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
2. to promote fair and reasonable working conditions;
3. to promote individual efficiency and service to the citizens of the City of Eastlake;
4. to avoid interruption or interference with the efficient operation of the Employer’s business; and
5. to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## ARTICLE 1 RECOGNITION

**Section 1. Included.** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all part-time and full-time employees employed in the job classifications listed in Appendix A, and contained in SERB Case No. 04-REP-09-0915.

**Section 2. Excluded.** All other employees of the Employer are excluded from the bargaining unit.

## ARTICLE 2 MANAGEMENT RIGHTS

**Section 1.** The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express written provisions of this agreement are, and shall remain, exclusively those of the Employer.

**Section 2.** Not by way of limitation, but to only illustrate the types of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. hire, transfer, discipline, suspend, and discharge employees for just cause;

2. determine the number of persons required to be employed, laid off or discharged for just cause;
3. determine the qualifications for employees covered by this Agreement;
4. determine the starting and quitting times and the number of hours to be worked by its employees;
5. make any and all reasonable rules and regulations;
6. determine the work assignments of its employees;
7. determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
8. determine the type of equipment used and the sequence of work processes;
9. determine the making of technological alterations by quantity of work to be produced;
10. determine work standards and the quality and quantity of work to be produced;
11. select and locate buildings and other facilities;
12. establish, expand, transfer and/or consolidate work processes and facilities;
13. transfer or subcontract work;
14. consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes or work; and
15. terminate or eliminate all or any part of its work or facilities.

### **ARTICLE 3**

#### **DUES DEDUCTION/FAIR SHARE FEES**

**Section 1. Membership.** All employees electing to hold membership in the Union shall execute an authorization for dues deductions on a form provided by the Union. Those employees not electing to hold membership in the Union shall remit a fair share fee.

**Section 2. Dues Deduction.** The Employer shall deduct F.O.P. initiation fees and regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be made from the second paycheck of each month. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee will be working during that subsequent pay period. The Union shall defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

**Section 3. Fair Share Fee.** Sixty (60) days after the commencement of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of ORC 4117.09(C). The FOP/OLC warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure that complies with the applicable state and federal legal standards. Disputes over the amount of fair share fee are processed under the Union's internal rebate reduction procedure and are not subject to the grievance procedure.

**Section 4. Deduction Lists.** The Employer will supply to the F.O.P. a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the F.O.P. within fifteen (15) days from the date of the deductions.

**Section 5.** The F.O.P. hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and shall indemnify the Employer for any such liabilities or damages that may arise.

#### **ARTICLE 4** **NO STRIKE/NO LOCKOUT**

**Section 1. No Strike.** The Union agrees that it will not either directly or indirectly call, sanction, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

The Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

**Section 2. Discipline.** Any violation of the above will be automatic and sufficient grounds for immediate disciplinary action, as determined by the Employer.

**Section 3. No Lockout.** The Employer agrees it will not lockout any employee for the duration of this Agreement.

#### **ARTICLE 5** **NON-DISCRIMINATION**

**Section 1.** The Employer and the Union recognize their respective responsibilities under federal, state, and statutory requirements. Therefore, both parties agree not to unlawfully discriminate against bargaining unit members on the basis of race, sex, religion, military status, genetic history, national origin, age, or disability.

**Section 2. Union Membership/Activity.** The parties recognize the right of all employees to be free to join the Union and to participate in lawful concerted Union activities and the right to

refrain from Union membership and activity. Therefore, the parties agree that there shall be no discrimination, interference, restraint, coercion or reprisals by the Employer or the Union against any employee because of Union membership or lack thereof.

**Section 3. Gender Neutral.** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 6** **FOP REPRESENTATIVES**

**Section 1. Associates/Alternates.** The Employer agrees to recognize two (2) employees to act on the Union's behalf for the purposes of performing Union-related activities and to meet with Employer representatives as may be required. Each representative shall have an alternate who shall act in the absence of the permanent representative. The Union shall supply the names of the employees so designated to the Employer and shall keep the Employer currently notified of any changes.

**Section 2. Grievance Representation.** The union representative or his alternate may be allowed up to forty-five (45) minutes of his work day at the end of his work shift for only the administration of grievances pursuant to the Grievance Procedure. Prior to utilizing any of the above time, the union representative or his alternate shall request and receive approval in advance for such time from his supervisor, which shall not be arbitrarily or capriciously denied. In the event the union representative and alternates are absent from work, a local Union officer may substitute for the absent Associates.

## **ARTICLE 7** **SENIORITY**

**Section 1. Definition.** Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the City of Eastlake. An employee that has previous part-time service with the Employer shall have his part-time service prorated and credited upon his appointment to a full-time position (i.e., 1040 hours of part-time service equals one-half [1/2] year of seniority credit).

**Section 2. Seniority During Probation.** A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probationary period will be added to his total length of continuous service.

**Section 3. Termination of Seniority.** An employee's seniority shall be terminated when one (1) or more of the following occur:

- A. he resigns;
- B. he is discharged for just cause;
- C. he is laid off for a period exceeding twenty-four (24) months; retires;

- D. he refuses a recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice by certified mail to the employee's last official address, as shown on the Employer's records;
- E. he fails to report to work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority; or,
- F. he becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him.

**Section 4. Identical Seniority Dates.** If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

**Section 5. Annual List Provision/Updates.** A seniority list shall be provided to the Local Union annually that shall include the name, date of hire, address, telephone number, Employer ID, and pay rate for each employee. Any changes in employee information will be given to the Local Union on a quarterly basis.

## **ARTICLE 8**

### **WORK RULES AND REGULATIONS**

**Section 1.** The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs. Suggestions as to the improvement or modification of work rules and regulations may be referred to the Labor-Management Committee.

**Section 2.** Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union.

**Section 3.** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of this Agreement, and that work rules and regulations shall be administered as equitably as reasonably practical. If the Union feels that a rule or regulation violates the parties' Agreement, it may file a grievance.

## **ARTICLE 9**

### **LAYOFF AND RECALL**

**Section 1.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Eastlake Municipal Civil Service Commission governing work force reductions.

**Section 2.** When the Employer determines it necessary to reduce the size of its work force for reasons of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, such reduction shall be made in accordance with the provisions hereinafter set forth.

**Section 3. Notice.** Employees scheduled for layoff shall be given a minimum of fourteen (14) calendar days advance written notice of layoff.

**Section 4. Procedure.** When the Employer determines that a reduction in force is to be made within the bargaining unit, the member with the least amount of seniority within the affected job classification, within the City, shall be laid off first. An employee identified for layoff, may utilize his seniority to displace an employee with less seniority in a lower job classification, within the City, provided that employee is qualified for the lower job description's position. Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 7 of this Agreement. Job classification rankings, for the purposes of reduction and recall, is calculated based on the hourly rate paid for a position after 3 years, as shown in Appendix A.

**Section 5. Recall.** Recalls shall be in the inverse order of layoffs, and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

**Section 6. Notice for Subcontracting Reductions.** In the event the Employer contracts out work to a private contractor that causes a layoff of bargaining unit employees, the Union shall be notified at least thirty (30) calendar days in advance of any layoffs, if possible.

**Section 7. Subcontracting Reductions.** The Employer will attempt to minimize the number of employees to be laid off by transitioning as many affected employees into other Employer operations as is reasonably practical. It is agreed and understood that ultimately a layoff of bargaining unit employees can result from the Employer's decision to contract out work to a private contractor.

## **ARTICLE 10** **DISCIPLINARY PROCEDURE**

**Section 1.** No non-probationary employees shall be reduced in pay or position (including working suspensions), fined, suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.

4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

**Section 2.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, absence without leave, substance abuse, violation of City or department work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, may be cause for disciplinary action.

**Section 3. Progressive Discipline.** Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 4. Notice of Investigation.** An employee under investigation for alleged misconduct, where the underlying facts of the investigation do not carry potential criminal implications, shall be given a written notice stating the specific reason(s) for the investigation, including times, dates and places where possible within fourteen (14) calendar days of the Employer having knowledge of the event. The written notice shall be served on the employee personally or by registered or certified mail, return receipt requested.

**Section 5. Investigatory Interviews.** Where an employee is to be interviewed in connection with an internal investigation, he shall be permitted Union representation. The employee shall also be given twenty-four (24) hours advance notice of the interview and informed of the subject matter prior to the interview beginning.

Unless operational/investigatory needs require otherwise, questioning will be conducted at hours reasonably related to the employee's shift. In the event that the City records the interview, the employee will be provided with a copy of the recording or transcript upon request, provided that such materials constitute a public record under the Ohio Public Records Law. During the course of the interview, if the employee refuses to answer questions and the refusal will form the basis for disciplinary charges, he shall be informed of that fact.

**Section 6. Predisciplinary Conference.** Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within seventy-two (72) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

**Section 7. Employee Rights.** All employees shall have the following rights as part of the disciplinary procedure:

- A. An employee has the right to object by filing a grievance pursuant to the grievance procedure contained herein.
- B. The employee is entitled to Union representation at every step of the procedure.
- C. No employee shall be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as a result of the exercise of his right under this procedure.

**Section 8. Administrative Leave.** An employee may be placed on administrative leave with pay pending the imposition of discipline. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

**Section 9. Records of Discipline.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twenty-four (24) months
---	-------------------------

Suspensions, Fines, Reductions	twenty-four (24) months
--------------------------------	-------------------------

## **ARTICLE 11** **GRIEVANCE PROCEDURE**

**Section 1.** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of this Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest Step of this procedure.

**Section 2. Definitions.** For the purposes of this procedure, the below listed terms are defined as follows:

- A. **Grievance** - A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement
- B. **Aggrieved party** - The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- C. **Party in interest** - A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- D. **Days** - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and Holidays, as provided for in this Agreement.

**Section 3. Procedure Generally.** The following provisions shall apply to the administration of all grievances filed under this procedure.

- A. **Grievance Contents.** All grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and redress sought by the aggrieved party.
- B. **Decisions.** All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if requested by the aggrieved party.
- C. **Group Grievances.** If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- D. **Preparation/Processing During Work Time.** The preparation and processing of grievances shall be conducted during non-working hours.
- E. **Informal Discussion/Settlement.** Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration of the Police Department and having said matter informally adjusted without the intervention of the F.O.P., provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- F. **Representation.** The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.

- G. **Exclusive Enforcement Mechanism.** This Grievance Procedure, hereby established, shall be the sole and exclusive procedure for the resolution of disputes regarding the enforcement of this Agreement.
- H. **Time Limits.** The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void, if the Employer fails to reply within the specified time limit, the grievance may be advanced to the next step within the applicable time limitations. If the grievant/Union fails to appeal a grievance to the next step within the applicable time limitations, the grievance shall be resolved. The time limits specified for either party may be extended only by written mutual agreement.
- I. **Limitations of Grievance Procedure.** This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

**Section 4. Procedure.** All grievances shall be administered in accordance with the following steps of this grievance procedure:

**Step 1. Immediate Supervisor.** An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within three (3) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his steward within three (3) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's steward, will discuss the issues in dispute, with the objective of resolving the matter informally. If the dispute is not resolved informally, it shall be reduced to writing and presented as a grievance to the employee's immediate supervisor at the conclusion of the informal meeting, but no later than three (3) days from the date of the informal meeting. The supervisor shall give his answer within three (3) days to the employee and a copy to the steward.

**Step 2. Department Head/Designee.** If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the employee's department head/designee within seven (7) days from the date of the decision in Step 1. If available, copies of the written decisions will be submitted with the appeal. The department head/designee shall schedule a meeting to discuss the grievance with the grievant and a representative of the Union within seven (7) days of the receipt of the appeal. The department head/designee shall issue a written decision to the grievant within seven (7) days from the date of the meeting.

**Step 3. Mayor/Designee.** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within seven (7) days from the date of the rendering of the decision in Step 2. If available, copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall schedule a meeting to discuss the grievance with the grievant and a representative of the Union within ten (10) days of the receipt of the appeal. The Mayor or his designee shall issue a written decision to the grievant within ten (10) days from the date of the hearing.

**ARTICLE 12**  
**ARBITRATION PROCEDURE**

**Section 1. Time Limits.** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the F.O.P. may submit the grievance to arbitration.

**Section 2. Selection of the Arbitrator.** Within five (5) days of a timely request being submitted, the moving party shall request the American Arbitration Association (AAA) to provide a panel of seven (7) arbitrators from Ohio who are members of the National Academy of Arbitrators. The moving party is responsible for the costs of the requested list.

The parties shall select an arbitrator within ten (10) working days of receipt of the list by each party striking unacceptable names from the list and ranking the remaining names in order of preference and returning the list to AAA. The parties agree that each party may reject one (1) list in its entirety. The time limits may be extended at the request of either party for a period not to exceed seven (7) working days. In the event that either party rejects a list, or AAA is unable to appoint an arbitrator from the ranked lists, another list shall be supplied. There shall be no automatic appointment from AAA. AAA shall appoint an arbitrator based upon the rankings of the parties. Notwithstanding the above, the parties may mutually agree to the appointment of a specific arbitrator from the roster of AAA arbitrators (National Academy of Arbitrators), and in such case shall notify AAA in writing of said mutual selection. Any charges for an additional list shall be borne by the party rejecting the last list, or split equally if the need for another list is caused by the inability of AAA to appoint due to the rankings of the parties. The selected arbitrator shall schedule the arbitration hearing promptly.

**Section 3. Authority of the Arbitrator.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or make any award requiring the commission of any act prohibited by law or to make any award that is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

**Section 4. Number of Grievances Heard.** The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

**Section 5. Procedural Rules.** The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

**Section 6. Fees/Expenses.** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. If, however, the arbitrator renders a split decision, the fees and expenses shall be split equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 7. Decision.** The arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, subject to appeal as provided for in the Ohio Revised Code.

**Section 8. Indemnification.** The F.O.P. agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the F.O.P. failed to fairly represent a member of the bargaining unit during the exercise of his rights, as provided in the Grievance and Arbitration Procedures herein contained.

**Section 9. Grievance Limitations.** No "grievance" outside the definition set forth in Article 11, Section 2(a) will be eligible for arbitration.

### **ARTICLE 13** **PROBATIONARY PERIODS**

**Section 1. New Hires.** All newly hired full-time employees will be required to serve probationary periods of one hundred twenty (120) calendar days. Part-time employees will be required to serve a probationary period of ninety (90) working days (i.e., days actually worked). During said periods, the Employer shall have the sole discretion to discipline and/or discharge such employee and any such action shall not be appealable through any grievance or appeal procedures herein contained, or to any Civil Service Commission.

**Section 2. New Hire Hospitalization/Eligibility for Fringe Benefits.** No employee on an initial probationary period will be eligible for hospitalization benefits provided by the Employer until he has satisfactorily completed ninety (90) days of employment. No newly hired probationary employee will be eligible for any fringe benefits provided by the Employer until he has satisfactorily completed ninety (90) calendar days of his probationary period. Sick leave, however, shall, upon the satisfactory completion of this ninety (90) calendar day period, be granted retroactively to the employee's date of hire.

**Section 3. Re-Employment.** If an employee is discharged or quits and is later rehired, he shall be considered a new employee and shall be subject to sections 1 and 2.

**Section 4. Promotions.** Newly promoted employees to full-time bargaining unit positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work and shall continue for a period of sixty (60) calendar days. A newly appointed employee may be removed and returned to his position at any time during the probationary period and shall have no appeal over such removal.

**ARTICLE 14**  
**LABOR MANAGEMENT COMMITTEE**

**Section 1. Purpose.** The Employer and the F.O.P. agree that certain subjects are not appropriate subjects for formal negotiations, but may need to be discussed for reasons of morale and efficiency. Accordingly, there is hereby established a Labor-Management Committee to address these subjects.

**Section 2. Composition.** Two (2) representatives of the Employer and not more than two (2) representatives appointed by the union shall serve on this Committee. Meetings shall be held on a quarterly basis at a mutually convenient time. Such meetings shall be held in executive session.

**Section 3.** The Labor-Management Committee shall not be used to bypass the normal chain of command unless the problems are unable to be solved at the Departmental level or have been previously addressed at the Departmental level without any solution.

**ARTICLE 15**  
**PERSONNEL FILES**

**Section 1. Access.** Within three (3) workdays of submitting a written request for review, employees shall be allowed to examine their personnel file. Requests shall be directed to the Chief of Police.

**Section 2. Review.** The time for reviewing the file shall be determined by the Chief, except that the time shall be during regular office hours. The Chief or his designee shall be present during the review.

**Section 3. Clarification.** Employees will be allowed to submit written explanations or rebuttals to any inaccuracies of documents contained in the file, which written explanation shall remain in the file.

**Section 4. Notification of File Request.** The Employer agrees to notify individual bargaining unit members, as soon as practicable, whenever a public records request has been made for one of their personnel files or a file has been subpoenaed. Notification shall include the source of the inquiry, if known, the reason for the inquiry, if known, and any written documentation of the request, if it exists.

**ARTICLE 16**  
**PERFORMANCE EVALUATIONS**

**Section 1.** All performance evaluations shall be presented to and discussed with the affected employee. The employee shall sign the evaluation to attest that he has seen the evaluation. The employee shall be allowed to submit a written statement agreeing with or objecting to the evaluation or any part thereof. Should an employee elect to submit such a statement, the statement shall be attached to the evaluation report and placed in the employee's personnel file. He shall be provided with a copy.

**ARTICLE 17**  
**BULLETIN BOARDS AND CONTRACTS**

**Section 1.** The Employer shall provide the Union with one (1) locked bulletin boards which will be located in the City Hall. The Union shall be responsible for the care, maintenance and replacement of the bulletin boards. The Union shall supply a key to the locks to the Employer which shall have the right to remove any material not in conformance with Section 2, below.

**Section 2. Prohibited Material.** No notices, memorandums, posters or other forms of communication will be posted on the bulletin boards that contain any defamatory, political (except Union election notices), or controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one (1) copy of each such posted material to the Employer prior to the posting of such material.

**Section 3. Contracts.** The Employer shall supply one (1) copy of this Agreement to each employee in the bargaining unit.

**ARTICLE 18**  
**DRUG/ALCOHOL TESTING**

**Section 1.** Drug/Alcohol screening/testing may be conducted at times of pre-employment physical, post accident, randomly pursuant to City of Eastlake Policy on Drug Testing, and upon reasonable suspicion.

**Section 2.** All drug/alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy or other reliable confirmation of any positive initial screening.

**Section 3.** Drug/alcohol screening tests shall be given to employees to detect the illegal use of a controlled substance, as defined in the Ohio Revised Code and/or prohibited levels of substance use as set forth in applicable statute, regulation, or policy. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry or other reliable method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. The test shall be given the same evidentiary value as the two (2) previous tests.

**Section 4. Investigation/Discipline.** Upon the findings of a positive test result for an illegally controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine the circumstances surrounding the positive test. Upon the conclusion of such investigation, the Employer may take disciplinary action.

**Section 5. Rehabilitation/Follow-Up Testing.** The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be

subject to periodic testing at the discretion of the Employer upon his return to his position. Any employee in the above mentioned rehabilitation or detoxification program will not lose any seniority or previously accrued benefits, should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days. For the purpose of this article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

**Section 6. Failure to Complete Rehabilitation/Subsequent Positive Tests.** If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or he tests positive any time within two (2) years after his return to work upon the completion of the program of rehabilitation, such employee shall be subject to disciplinary action.

**Section 7. Testing Costs.** Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.

**Section 8. Refusal to Test.** No drug/alcohol testing shall be conducted without the authorization of the Department Head/designee. If the Department Head/designee orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so shall be considered insubordination and may result in disciplinary action up to and including termination. An employee refusing a drug/alcohol test shall be considered to have tested positive, and if not terminated for insubordination, will be subject to the same reinstatement and testing requirements as if a positive test had occurred.

**Section 9.** The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

## **ARTICLE 19**

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**Section 1.** The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer, or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

**Section 2. Confidentiality.** Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

**Section 3. Discipline.** This article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions.

**Section 4. Contractual Rights.** An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

**ARTICLE 20**  
**VACANCIES AND JOB POSTINGS**

**Section 1. Applicability/Vacancy Determination.** This article does not apply to any vacancy that is to be filled utilizing the procedures of the City of Eastlake Municipal Civil Service Commission and the Ohio Civil Service Law (i.e., classified positions). For those unclassified, non-entry level positions that are part of the bargaining unit, the following procedures shall be used to fill vacancies.

The Employer shall determine when a position within the bargaining unit is vacant and when or if it is to be filled. Additionally, the Employer shall, at its sole discretion, determine whether or not it wishes to consider external applicants for a position where civil service testing is utilized to fill the vacancy or the position is entry level.

**Section 2. Eligibility for Bidding Vacancies.** No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

**Section 3. Vacancy Posting.** When a job vacancy or vacancies occurs within the bargaining unit, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay.

**Section 4. Application Deadline.** Any employee wishing to apply for the posted vacancy must submit his application in writing to the Mayor's Office by the end of the posting period in order to be considered for the position.

**Section 5. Vacancy Award/Evaluation of Internal Applicants.** If more than one (1) qualified employee applies for a vacancy, the vacancy, if filled internally, shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability to perform the work in question. If the Employer determines that the qualifications, skill, experience and ability of the two or more qualified applicants are substantially equal, seniority shall govern.

**Section 6. Vacancy Award/Evaluation of External Applicants.** If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

**Section 7. Effective Date of Promotion.** The effective date of the promotion shall be as soon as possible, but no later than thirty (30) working days after the selection has been made, if it is to be filled.

**Section 8. Pay Rate.** Employees awarded a higher paying job under this article shall be paid the working rate of the new job.

**ARTICLE 21**  
**NEW/SUBSTANTIALLY CHANGED JOB CLASSIFICATIONS**

**Section 1.** Whenever the Employer substantially changes the duties of an existing bargaining unit classification or creates a new classification that may be appropriate for this bargaining unit, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be included/excluded from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification

**Section 2. Initial Rate/Unit Inclusion.** Should the parties agree that the new classification is to be included in the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB), and meet to discuss the appropriate wage rate.

**Section 3. Right to Adjust/Determine Duties.** Notwithstanding any other provisions of this Agreement, the Union acknowledges and agrees that the assignment of a job title/classification to the employee only represents the general duties of the position and that the Employer may assign to or delete from the employee whatever duties it deems appropriate, including the temporary utilization of the employee in other positions.

**ARTICLE 22**  
**HOURS OF WORK/OVERTIME**

**Section 1. Work Week.** The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day, exclusive of the time allotted for meals during the pay period starting at 12:01 a.m. Sunday and ending at midnight, Saturday.

**Section 2. Schedule Adjustments.** Changes by the Employer of start and end times resulting from unusual situations shall not require prior notification to the Union.

**Section 3. Contractual Overtime.** All employees shall be entitled to receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours within a one (1) calendar week period.

**Section 4. Hours Worked for Contractual Overtime.** For the purposes of computing overtime payments, holidays and vacation days shall be counted as time actually worked.

**Section 5.** All employees shall receive their regular hourly rate for all hours worked, unless those hours worked are subject to the overtime provisions of this article. In the event an employee works on a holiday, he shall receive his regular hourly rate of pay, plus his holiday pay.

**Section 6. Call-Out Pay.** Any employee who is recalled to work after leaving work or on a day when he is not scheduled to work, shall be given a minimum of three (3) hours work or three (3) hours pay at his regular hourly rate, providing that the time worked or paid for does not abut the employee's work day.

**Section 7. Flex Time.** At the discretion of the respective department head an employee may work hours on a flex time basis. Such schedules shall result in eighty (80) hours in a City Pay Period, but no more than forty (40) hours actually worked in a given work week. Such flex hours shall be a mechanism to reduce overtime cost and employees participating in the flex hour's schedules shall not use such schedules to obligate the employer to additional overtime. Flex work schedules shall also be used when such employees work during lunch and or rest periods to accommodate work loads and lack of sufficient replacement.

### **ARTICLE 23 REST PERIODS**

**Section 1.** There shall be two (2) fifteen (15) minute rest periods on each shift each work day. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they may not be scheduled immediately before of after the meal period or at the start or end of a shift, except for other mutually agreed upon schedules.

**Section 2.** In order to minimize down-time, rest periods shall be taken during natural breaks in work assignments with the approval of the supervisor

### **ARTICLE 24 LUNCH PERIODS**

**Section 1.** All employees will be allowed a maximum of thirty (30) uninterrupted minutes for a scheduled lunch period, which is to be taken at a time designated by the Employer, near the middle of the work shift.

**Section 2.** Employees shall be allowed to add their two (2) fifteen (15) minute rest periods to their lunch period, providing they do not utilize any of their rest period time at any other time during the day.

### **ARTICLE 25 WAGES**

**Section 1. Base Salaries and Wages.** The following represents the annual base percentage increases for bargaining unit members for the duration of this agreement. The actual wage rates are attached and appended to the parties' agreement as Appendix "A."

**Section 2. Schedule Administration.** All newly hired employees will be paid the "Starting Rate" upon hire until the completion of probation. They will be paid the "After Probation" rate until they attain one (1) year's seniority. After the completion of one (1) year of full-time service the employee will advance to the one (1) year rate. After the completion of two (2) years of full-time service the employee will advance to the two (2) year rate. At the completion of three (3) years full-time service, the employee will be placed at the working rate. Those persons that were members of the bargaining unit as of October 1, 2008, shall be grandfathered into their existing rate of pay for their current classification. Part-time employees are hired in at the "probationary" rate, advance to the "after probation" rate in accordance with Article 13, Probationary Periods, but are not eligible for further advancement until such time as they are made full-time employees. In the event that a part-time employee is hired into full-time status, he shall have his

part-time service prorated to full-time equivalency (i.e., 2,080 hours of part-time service equals one (1) year of full-time employment) and placed on the wage schedule at the applicable step.

**Section 3.** The parties agree that either party may reopen negotiations for the purpose of renegotiating wages for calendar year 2016 by submitting written notice to the other party between September 15 and September 30, 2015.

## **ARTICLE 26** **INSURANCES**

**Section 1. Medical/Hospitalization Coverage.** The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization. The City shall meet and confer with the Unions (all recognized bargaining units) regarding levels of coverage, but the City shall make the final determination if a consensus is not reached. The Employer shall be able to change insurance carriers or self-insure, providing the benefits are comparable to existing benefits.

**Section 2. Liability Insurance.** The Employer shall carry liability insurance coverage for employees operating within their scope of employment, as long as such coverage is reasonably available.

**Section 3. Contribution Rates.** Effective January 1, 2014, the Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage under the applicable plan, without reimbursement by the City of co-pays or deductibles.

Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

**Section 4. Insurance Opt-Out.** Any employee who elects to obtain health care coverage through another source other than the City of Eastlake, with presenting proof of such coverage, will receive two hundred dollars (\$200.00) per month who is eligible for the family plan, one hundred fifty dollars (\$150.00) per month who is eligible for the two party plan, and one hundred dollars (\$100.00) per month who is eligible for the employee only plan.

**Section 5. Insurance Committee.** The parties agree that in their continued efforts to reduce hospitalization medicals costs, an Employer-Wide Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. It is understood that such recommendations do not obligate either party contractually. If the Committee obtains a plan more favorable to employees than the plans to be in effect on April 1, 2005, at a cost acceptable to the Employer, such plan, at the Employer's discretion, may be substituted for the current plan.

**ARTICLE 27**  
**LONGEVITY**

**Section 1. Payment Schedule.** All employees hired prior to June 1, 2011, will be awarded longevity payments at the rate of one hundred (\$100.00) dollars for each year of service, commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a lump sum in a separate check, which will be processed in the same payroll period in which the employee's anniversary date is paid. Longevity shall continue to be awarded on the employee's successive anniversary dates, according to this procedure and the below listed longevity schedule:

5th Anniversary	\$500	16th Anniversary	\$1,600
6th Anniversary	\$600	17th Anniversary	\$1,700
7th Anniversary	\$700	18th Anniversary	\$1,800
8th Anniversary	\$800	19th Anniversary	\$1,900
9th Anniversary	\$900	20th Anniversary	\$2,000
10th Anniversary	\$1,000	21st Anniversary	\$2,100
11th Anniversary	\$1,100	22nd Anniversary	\$2,200
12th Anniversary	\$1,200	23rd Anniversary	\$2,300
13th Anniversary	\$1,300	24th Anniversary	\$2,400
14th Anniversary	\$1,400	25th Anniversary & Beyond	\$2,500
15th Anniversary	\$1,500		

**Section 2. Maximum Payment.** Upon an employee's twenty-fifth (25th) anniversary date and thereafter, the employee shall receive two thousand five hundred (\$2,500) dollars annually. In no event shall the maximum amount paid under this article exceed two thousand five hundred (\$2,500) dollars, annually, to any individual employee. Longevity payments shall not be calculated into any overtime payments or any other financial payments. Employees who terminate their employment during the year shall receive a pro-rata amount.

**Section 3.** Employees hired on or after June 1, 2011, shall not be eligible for any longevity supplement under Section 1 of this Article.

**Section 4.** In addition to Section 1 of this Article, as of January 1, 2014, all full-time employees will be awarded longevity payments for each year of continuous full-time service commencing on the employee's 1st anniversary date of full-time continuous service. Based on the below listed longevity schedule, fifty (50%) percent of the longevity in this Section shall be paid in the payroll period in which the employee's anniversary date is paid and the balance paid in the next regularly scheduled payroll.

5th Anniversary	\$350	13th Anniversary	\$850
6th Anniversary	\$350	14th Anniversary	\$850
7th Anniversary	\$350	15th Anniversary	\$1,350
8th Anniversary	\$350	16th Anniversary	\$1,350
9th Anniversary	\$350	17th Anniversary	\$1,350
10th Anniversary	\$850	18th Anniversary	\$1,350
11th Anniversary	\$850	19th Anniversary	\$1,350
12th Anniversary	\$850	20th Anniversary & Beyond	\$1,850

**Section 5.** Prior to the complete execution of this contract, if an employee's 2014 anniversary has already occurred, then the payment due the employee in 2014 under Section 4 of this Article will be made in the second regular pay processed after the contract is executed.

**Section 6.** Prior to the complete execution of this contract, if in 2014 an employee cashes in vacation, then:

- A. The amount of vacation cashed out will be deducted from the amount due the employee under Section 4 of this Article.
- B. If the amount of vacation cashed out in 2014 exceeds the amount due the employee under Section 4 of this Article, then the excess amount will be deducted from future amounts due the employee under Section 4 of this Article.
- C. If an employee leaves the employ of the City of Eastlake, then any excess amounts still owing to the City under this Section will be deducted from an employee's final pay.
- D. Employees will be credited back all vacation hours that were deducted due to vacation cash out in 2014.

**Section 7. Part-time Service Credit.** All regular part-time employees will accumulate credit toward longevity payments, prorated by the number of hours worked during each continuous and complete year of service. The basis for pro-rates will be two thousand eighty (2,080) full-time hours for all departments and will be credited after the regular part-time employees complete five (5) continuous years of full-time service. Current eligible full-time employees shall be entitled to this benefit.

## **ARTICLE 28 TUITION AND FEES**

**Section 1.** All books, tuition and registration fees of courses taken by employees which are related to their work, will be paid by the Employer, provided said books, tuition and registration fees are approved of in advance of the Employer and the employee attains a passing grade of "C" or better or obtains a certificate attesting to the passage of a course where grades are not given.

## **ARTICLE 29 SICK LEAVE**

**Section 1. Accrual.** All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours actually worked, excluding overtime, injury leave and extended sick leave. Extended sick leave should be understood to mean forty (40) continuous hours or more.

**Section 2. Usage.** Sick leave shall be defined as an absence with pay necessitated by the illness or injury of the employee, or serious illness, injury, or death in the employee's immediate family.

**Section 3. Notification.** An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore before the start of his work day each day he is absent, unless the absence is expected to be for more than three (3) days, where the employee will then give the Employer an approximate date of his return to work.

**Section 4. Minimum Usage Increments** Sick leave may be used in segments of not less than one (1) hour. In the case of doctor and dental appointments the employee should give the Employer notice of such appointment twenty-four (24) hours before the start of the work shift affected.

**Section 5. Documentation.** An employee absent for more than three (3) consecutive work days must supply a physician's report to be eligible for paid sick leave, unless such report is waived by the Department Head.

**Section 6. Failure to Provide Satisfactory Documentation.** If an employee fails to submit adequate proof of illness or injury upon request, or in the event that upon proof as is submitted or upon the report of medical examination the Department Head finds there is not satisfactory evidence of illness sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. Satisfactory evidence is defined as a note requiring absence from work from a physician

**Section 7. Patterned Absence.** Any abuse or patterned use of sick leave (e.g., for purposes other than due to illness or injury, or in conjunction with days off on a regular basis, etc.) shall be sufficient cause for discipline as may be determined by the Employer.

**Section 8. Employer Required Examination.** Upon the expected return to work of an employee from an absence due to personal illness or injury and an issue is raised as to the employee's fitness to perform the required work, prior to and as a condition of his return to work, the Employer may require the employee to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to work will not jeopardize the health and safety of other employees.

**Section 9. Conflicting Physician's Opinions.** Should there be a conflict between the employee's physician and the Employer's physician over an opinion concerning the employee's ability to return to work, a third physician will be chosen by mutual agreement between the Employer and the F.O.P., who shall examine the employee and decide the matter in question. This jointly appointed doctor shall be paid by the Employer and the F.O.P., with his fee being shared equally by the parties.

**Section 10. Immediate Family Defined.** When the use of sick leave is due to an illness in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child or any other relative residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, half-brother, half-sister, or other person residing with the employee at the time of death.

**Section 11. Notification.** All employees shall be notified in writing each year of the amount of accumulated sick leave possessed by such employees.

**Section 12. Sick Leave Conversion.**

- A. Upon the normal retirement, disability retirement, or normal death of a full-time employee hired on or before June 1, 2011, who has completed not less than ten (10) years

of continuous full-time service with the Employer, such employee (or the employee's spouse or estate in case of death) shall be entitled to receive cash payment equal to his hourly rate of pay at the time of retirement or death.

Payment shall be based on the following schedule. All hours of sick time that an employee earns over the 1,344 hour figure will be paid at the rate of twenty percent (20%) of all hours in excess of 1,344.

<u>Length of Service</u>	<u>Percentage of 1,344 Hours</u>
10 to 12 years	25%
13 to 15 years	50%
16 and over	75%

- B. Upon the normal retirement, disability retirement, or death of a full-time employee hired after June 1, 2011, who has completed not less than ten (10) years of continuous full-time service with the Employer, such employee (or the employee's spouse or estate in case of death) shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death, based on the following schedule: 25% of up to one thousand three hundred forty-four (1,344) hours of sick leave, for a maximum of three hundred thirty six (336) hours of pay.

**Section 13. Periodic Conversion Payments.** If the total cash payment for sick leave conversion exceeds ten thousand dollars (\$10,000.00), no more than forty percent (40%) shall be paid out in the first year of eligibility. The remaining sixty percent (60%) of the sick leave payout will be divided in half, with thirty percent (30%) payable in the second year of eligibility and the remaining thirty percent (30%) payable in the third year of eligibility. Notwithstanding the aforesaid language, the Employer and the employee shall not be precluded from agreeing to a longer payout or having less than a ten thousand dollar (\$10,000.00) payout subject to the aforesaid terms.

**Section 14. Accidental Death.** Notwithstanding the foregoing, in those instances where the employee is killed in the line of duty, the employee's estate shall be entitled to one hundred percent (100%) of the accumulated sick time hours at the employee's hourly rate.

**Section 15. Sick Leave Transfer.** Any newly hired employee shall not be credited with any unused accumulated sick leave earned with another public agency/entity.

### **ARTICLE 30** **HOLIDAYS/PERSONAL DAYS**

**Section 1. Recognized Holidays.** All full-time employees shall receive the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Christmas Day
7. Labor Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Eve Day
11. 2 Floating Holidays

**Section 2. Holiday Pay Eligibility.** In order to be eligible for the above paid holidays, the employee must report to work and actually work the last scheduled work day before and immediately after the holiday, unless the absence is excused by the Department Head at his sole discretion.

**Section 3. Personal Days.**

- A. Each employee shall earn one (1) personal day for each calendar quarter where the employee has perfect attendance, which is to be taken in the next immediate three (3) month period or forfeited. (Calendar quarters are defined as: January through March, April through June, July through September and October through December).
- B. Each employee shall be granted three (3) personal days per year, which are to be taken during the year or forfeited.

**Section 4. Holidays Observed.** If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be observed. Floating holidays may be taken at the employee's discretion upon approval of the Employer.

**Section 5. Holiday Work Option.** At the discretion of the respective department head, with consideration of workloads and department needs, an employee not regularly scheduled may work designated holidays. The employee may then elect to take the additional holiday compensation in the form of payment. All such banked holidays shall be paid in December of each year.

**ARTICLE 31**  
**VACATIONS**

**Section 1. Accrual.** All regular full-time employees shall accrue annual vacation leave, based on their length of service of continuous full-time service with the City, as follows:

After one (1) year full-time service	two (2) weeks
After five (5) years full-time service	three (3) weeks
After ten (10) years full-time service	four (4) weeks
After fifteen (15) years full-time service	five (5) weeks
After twenty (20) years full-time service	six (6) weeks

**Section 2. Usage/Carry-Over.** An employee shall be credited with his vacation leave on his anniversary date which shall be required to be taken by the employee within twelve (12) months thereafter. Vacation requests shall be scheduled in minimum increments of four (4) hours. Employees earning three (3) weeks of vacation or more each year shall be able to take up to ten (10) days of such vacation time on a daily basis. An employee shall be permitted to carry over from one year to the next immediate year up to three (3) weeks of unused, earned vacation time, which must be taken as time off. Vacation time that is not taken during the next immediate year shall be forfeited.

**Section 3. Required Usage.** Employees with three (3) or four (4) weeks of annual vacation accrual must use a minimum of two (2) weeks annually, or when an employee separates service

the employee must have used twenty (20) hours of vacation for each completed three month period since the employee's last anniversary date. Employees with five (5) or six (6) weeks of annual accrual must use a minimum of three (3) weeks annually, or when an employee separates service the employee must have used thirty (30) hours of vacation for each completed three month period since the employee's last anniversary date.

**Section 4. Emergency Work During Vacation Period.** In case of emergency, the Department Head has the right to require employees to work on all or part of planned vacation leave. If an employee is required to work under circumstances set forth above, the employee shall be paid an amount equal to the usual compensation for the day or days so worked and the employee shall have the vacation days worked scheduled for a later time in the calendar year.

**Section 5. Separation Payment.** Upon separation from employment with the Employer, except for cause, and subject to the usage requirements set forth in Section 3 herein, an employee shall be entitled to compensation, at his current rate of pay, for:

1. Any unused vacation leave accrued to his credit, that he is otherwise entitled to utilize at the time of his separation.
2. Vacation leave earned but not credited since the employee's previous anniversary date, calculated by determining the number of days elapsed from the employee's previous anniversary date to the date of separation, divided by three hundred sixty-five (365) times the number of days vacation the employee would have been entitled to be credited on his next anniversary date.

**Section 6. Death of the Employee.** The death of an employee shall result in the amounts calculated in the above section being paid to the employee's estate.

**Section 7. Prior Service Credit for Employees Hired Prior to December 1, 2007.** Commencing with the calendar year 1999, the City of Eastlake will count prior service with public employers, other than the City of Eastlake, for the purposes of computing the amount of vacation leave for those employees hired before April 16, 1999. All City employees hired on or after April 16, 1999, will have prior service credit computed in compliance with O.R.C. Section 9.44(B)(1). Those employees hired before April 16, 1999, who have prior service credit of more than six months shall be credited with a year of prior service credit for vacation accrual purposes only, i.e., four (4) years and seven (7) months shall be deemed five (5) years prior service credit. Those employees hired before April 16, 1999, shall not receive credit for prior service of six (6) months or less, i.e., four (4) years and five (5) months shall be deemed four (4) years prior service credit. Bargaining unit employees shall not receive any retroactive vacation accrual for prior public service for any years prior to January 1, 1999.

**Section 8. Prior Service Credit for Employees Hired After December 1, 2007.** For all bargaining unit members hired after December 1, 2007, service credit for vacation purposes shall be based on years of continuous, full-time service with the City of Eastlake, Ohio.

**ARTICLE 32**  
**INJURY LEAVE**

**Section 1.** A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work, not to exceed sixty (60) calendar days from the injury date. All injuries must be reported on the shift of occurrence, or within one (1) calendar week, to be eligible for payments under this article.

**Section 2. Procedure.** In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall complete the required steps for eligibility certification established by the Employer and apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability by the Employer, an employee may use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the sixty (60) calendar day period. Should a claim be denied by the BWC, the Employer's obligation to provide such payment(s) shall be terminated and the employee shall reimburse the Employer for payments already received.

**Section 3. Light Duty Work after IOD.** After the sixty (60) calendar day IOD period should the employee still be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam, at the Employer's cost, to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Worker's Compensation or utilize any accrued available paid leave. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the IOD period. It is within the employee's discretion as to whether or not he wishes to accept an offer of light duty. Light duty positions are intended to be temporary in nature. Whether or not to offer or continue a light duty position is at the sole discretion of the Employer.

**ARTICLE 33**  
**MILITARY LEAVE**

**Section 1.** An employee shall be granted a leave of absence for military duty in accordance with state and federal laws.

**ARTICLE 34**  
**UNPAID LEAVES OF ABSENCE**

**Section 1.** At the Employer's discretion, an employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay for a period not to exceed one (1) year for injury, illness, educational purposes, employment by the Union, or other personal reasons. Consideration will be given to the reasons and evidence presented by the employee to the Employer.

**Section 2. Request Procedure.** All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of an emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, the employee shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes.

**Section 3. Notification of Approval/Denial.** An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave.

**Section 4. Benefits While on Leave.** An employee who is granted such a leave shall not accrue any benefits during his absence, except seniority. The employee may continue his insurance coverages by paying the appropriate monthly premiums to the Director of Finance.

**Section 5. Conduct Inconsistent with Leave.** Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave cancelled immediately and be subject to disciplinary action.

**Section 6. Return from Leave/Reinstatement.** With the Employer's approval, an employee may, upon request, return to work prior to the expiration of any leave of absence. When an employee returns to work after a leave of absence, he will be assigned to the position that he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

## **ARTICLE 35** **FAMILY MEDICAL LEAVE**

**Section 1.** The Employer agrees to comply with the requirements of the Family and Medical Leave Act (FMLA) of 1993.

**Section 2. Substitution of Paid Leave.** An employee is required to use available paid vacation, sick leave or personal leave to substitute for all or part of this twelve (12) week leave period. Under specified circumstances, this leave may be taken on an intermittent basis. Certification of need for leave may be required by the City of Eastlake.

## **ARTICLE 36** **FUNERAL LEAVE**

**Section 1.** A full-time employee shall be granted time off with pay for the purposes of attending the funeral upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days off with pay for each death in his immediate family. For the purposes of this article, "immediate family" shall be defined as to include only the employee's spouse, children, parents, sister, brother, grandparents,

grandchildren, sister-in-law, brother-in-law, mother-in-law, father-in-law and step family, or any other relative living with the employee at the time of death.

**Section 2.** Any employee shall be granted one (1) day off with pay for the purpose of attending the funeral upon the death of the employee's niece or nephew.

**Section 3.** If an employee requires more time than contained in the above paragraph, he may utilize vacation time, sick leave or leave without pay, with the approval of the employee's Department Head.

### **ARTICLE 37** **JURY DUTY**

**Section 1.** An employee who is called for jury duty or subpoenaed as a witness for an action to which he is not a party, will be granted time off with pay for the purposes listed above, providing the employee either leaves work and/or returns to work immediately before or after such purposes listed above and surrenders any and all compensation received as a result of the above activity to the Employer.

### **ARTICLE 38** **SAFETY COMMITTEE**

**Section 1.** A Safety Committee consisting of not more than three (3) Union members shall confer on a quarterly basis with the Mayor or his designee, if necessary, to maintain safe working conditions for employees. If conditions warrant, at the Mayor's discretion, meetings may be held more frequently if requested by either party. Should the Mayor or his designee schedule meetings during the employees' work day, the employees shall be paid while attending such meetings. Should the Committee be unable to agree to either the existence of, or the solution to, a problem regarding safety, the Committee shall be allowed to discuss the situation with the Mayor.

### **ARTICLE 39** **CONFORMITY TO LAW**

**Section 1.** This Agreement shall be subject to and subordinated to any present and future federal laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future federal law shall not affect the validity of the surviving provisions.

**Section 2.** If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision thereof had not been included herein

**Section 3.** In the event of a determination pursuant to section 2, above, the Employer and the union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision for only such affected provision(s)

**ARTICLE 40**  
**HEADINGS**

**Section 1.** It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such article.

**ARTICLE 41**  
**OBLIGATION TO NEGOTIATE**

**Section 1.** The Employer and the F.O.P. acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement

**Section 2.** Therefore, for the life of this Agreement, the Employer and the F.O.P., each, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, except as set forth in Article 43, Section 2, Mid-Term Bargaining.

**ARTICLE 42**  
**SEVERANCE OF PRIOR AGREEMENTS/  
MID-TERM BARGAINING**

**Section 1.** This Agreement represents the entire agreement between the Employer and the F.O.P., and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the F.O.P.

**Section 2. Mid-Term Bargaining.** If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The Employer may unilaterally implement such change after impasse is reached and the Union may grieve the Employer's decision.

**ARTICLE 43**  
**BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

**Section 1.** The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Eastlake or Rules and Regulations of the Civil Service Commission of the City of Eastlake, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

**Section 2.** Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

**ARTICLE 44**  
**DURATION**

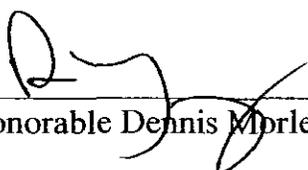
**Section 1.** This Agreement shall be effective January 1, 2014. This agreement shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2016.

**SIGNATURE PAGE**

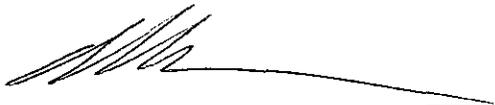
Agreed to this 8th day of July, 2014.

**For the City of Eastlake**

**For the Union**

  
\_\_\_\_\_  
Honorable Dennis Morley, Mayor

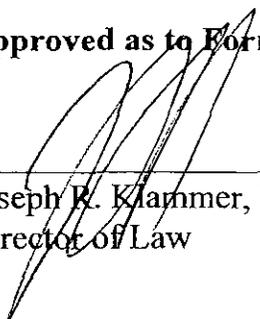
  
\_\_\_\_\_  
Denise Vinton  
Bargaining Team Member

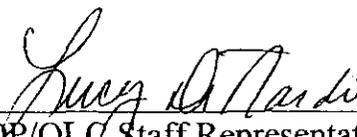
  
\_\_\_\_\_  
Michael Slocum, Finance Director

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

**Approved as to Form**

  
\_\_\_\_\_  
Joseph R. Klammer, Esq.  
Director of Law

  
\_\_\_\_\_  
FOP/OLC Staff Representative  
Lucy DiNardo

**APPENDIX A**  
**WAGE SCHEDULE**  
**CIVILIAN UNIT**

<b><u>Classification Title</u></b>	<b><u>Entry</u></b>	<b><u>After Probation</u></b>	<b><u>After 1 Year</u></b>	<b><u>After 2 Years</u></b>	<b><u>After 3 Years</u></b>
Administrative Associates	\$12.85	\$14.17	\$15.49	\$16.76	\$18.02
Tax Associates	\$12.85	\$14.17	\$15.49	\$16.76	\$18.02
Administrative Assistants	\$14.24	\$15.29	\$16.34	\$18.21	\$20.09
Senior Citizen Coordinator	\$14.99	\$16.43	\$17.87	\$21.01	\$24.13
Payroll Officer	\$14.62	\$15.78	\$16.91	\$18.07	\$19.22
Victim Advocates	\$14.26	\$14.87	\$15.46	\$16.06	\$16.64